

# ITEL

## Itel Rail Corporation

55 Francisco  
San Francisco, California 94133  
(415) 984-4000  
Telex 34234

May 30, 1985

Honorable James H. Bayne, Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Bayne:

On behalf of Itel Rail Corporation, I submit for filing and recording, under 49 U.S.C. §11303(a) and the regulations promulgated thereunder, the enclosed four executed counterparts of the following document:

Supplement No. 19 to the Consolidated, Amended and Restated Equipment Trust Agreement dated as of January 1, 1982.

Please record this document under the Consolidated, Amended and Restated Equipment Trust Agreement dated as of January 1, 1982 among Itel Corporation, Itel Rail Corporation and First Security Bank of Utah, N.A. which was recorded with the I.C.C. on September 20, 1983 under I.C.C. Recordation No. 14165. Cross-index this document to the Lease Agreement dated April 29, 1977 between SSI Rail Corporation and Corinth and Counce Railroad Company which was filed with the I.C.C. on May 27, 1977 and given Recordation No. 8838. *Cross index*

The names and addresses of the parties to the aforementioned Supplement are:

1. Itel Corporation  
55 Francisco Street  
San Francisco, California 94133
2. Itel Rail Corporation  
55 Francisco Street  
San Francisco, California 94133
3. First Security Bank of Utah, N.A.  
Corporate Trust Division  
79 South Main Street  
Salt Lake City, Utah 84111

The equipment covered by this Supplement is three (3) steel XM boxcars bearing reporting marks CCR 6800-6802.

RECORDATION NO. 14165-9

Filed 1425

JUN 28 1985 12 35 PM

INTERSTATE COMMERCE COMMISSION

*Check this  
will be  
14165-Y*

*Handwritten signature/initials*

ICC OFFICE OF  
THE SECRETARY  
JUN 28 12 21 PM '85  
MOTOR OPERATING UNIT

Honorable Bayne  
May 30, 1985  
Page 2

Enclosed is a check for \$20.00 to cover the required filing fees for the Supplement.

Once the filing has been made, please return to the bearer the stamped counterparts of the documents not required for filing purposes, together with the fee receipt and the letter from the I.C.C. acknowledging the filings.

Very truly yours,



Denise M. Bottarini  
Legal Assistant

/vdy/68  
encl.

cc: Howard Chabner  
Robert Clark  
J. Michael Kelly  
Virginia Hanger

06/10/85

RECORDATION NO. 14165-12 Filed 1426

JUN 28 1985 -12 25 PM

**SUPPLEMENT NO. 19 TO THE CONSOLIDATED,  
AMENDED AND RESTATED EQUIPMENT TRUST AGREEMENT  
DATED AS OF JANUARY 1, 1982**

SUPPLEMENT NO. 19, dated May 13, 1985, to the Consolidated, Amended and Restated Equipment Trust Agreement, dated as of January 1, 1982 ("ETC Modification Agreement"), among FIRST SECURITY BANK OF UTAH, N.A., as Trustee ("Trustee"), ITEL CORPORATION ("Itel") and ITEL RAIL CORPORATION, a Delaware corporation ("Itel Rail").

WHEREAS, Itel and First Security Bank of Utah, N.A. are parties to a certain equipment trust agreement dated as of November 1, 1978, which was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. 11303 on December 22, 1978 ("1978 Series 3 Equipment Trust") and given recordation number 9932; and

WHEREAS, the 1978 Series 3 Equipment Trust has been consolidated, amended and restated in the ETC Modification Agreement which was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. 11303 on September 20, 1983 and given recordation number 14165; and

WHEREAS, Itel Rail is the successor in interest to Itel Corporation, Rail Division, pursuant to Itel's Amended Plan of Reorganization which became effective on September 19, 1983; and

WHEREAS, Itel Rail and the NEW ORLEANS PUBLIC BELT RAILROAD ("NOPB") are parties to a Lease (as defined in the ETC Modification Agreement) of Equipment (as defined in the ETC Modification Agreement) dated as of June 17, 1977 (such Lease, together with any amendments or supplements thereto, called the "NOPB Lease"), pursuant to which Itel Rail leased to NOPB certain units of Trust Equipment (as defined in the ETC Modification Agreement) among which are units bearing reporting marks from within the series NOPB 3550 through and including NOPB 3974; and

WHEREAS, pursuant to a letter of termination of the NOPB Lease dated January 24, 1985, the NOPB Lease was terminated with respect to certain Equipment including three (3) units of Trust Equipment bearing reporting marks from within the series NOPB 3550 through and including NOPB 3974 ("Terminated Trust Equipment"); and

WHEREAS, Itel Rail has leased these three (3) units of Terminated Trust Equipment to the CORINTH AND COUNCE RAILROAD COMPANY ("CCR") by means of Amendment E dated October 22, 1984 to a Lease dated April 29, 1977 between SSI Rail Corporation as predecessor in interest to Itel Rail Corporation and Corinth and Counce Railroad Company; and

WHEREAS, Itel Rail has changed the reporting marks of these three (3) units of Terminated Trust Equipment from the previous NOPB reporting marks to the current CCR reporting marks as set forth in Exhibit A attached hereto; and

WHEREAS, Sections 4.07 and 6.07 of the ETC Modification Agreement require Itel Rail to file with the Interstate Commerce Commission a statement of current reporting marks substituted for any previous reporting marks of Trust Equipment through remarking of the Trust Equipment.

NOW, THEREFORE, pursuant to the covenants and promises contained in the ETC Modification Agreement, the parties agree as follows:

SECTION 1. Schedule 1F of the ETC Modification Agreement is supplemented by Exhibit A which reflects that the previous three (3) NOPB reporting marks have been changed and remarked with the current three (3) CCR reporting marks.

SECTION 2. The only purposes of this instrument are to notify the Trustee of changes in the reporting marks of Trust Equipment subject to the ETC Modification Agreement as set forth in Exhibit A and to supplement Schedule 1A-1G of the ETC Modification Agreement. This instrument is not an amendment and it does not otherwise affect the terms and conditions of the ETC Modification Agreement.

SECTION 3. The provisions of this instrument shall be governed by the laws of the State of New York.

(Seal)

Attest:

Mrs. Burcin  
Secretary

ITEL CORPORATION

By: A E D itri

(Seal)

Attest:

Howard S. Chebren  
Asst. Secretary

ITEL RAIL CORPORATION

By: JP Hayes

(Seal)

Attest:

T Clayton  
Authorized Officer

FIRST SECURITY BANK OF UTAH, N.A.

By: Ken McKinn

Authorized Officer

EXHIBIT A  
CERTIFICATE OF REMARKING

Units of  
Trust Equipment

3

Previous  
NOPB  
Reporting Marks

NOPB 3705  
3733  
3740

Current  
CCR  
Reporting Marks

CCR 6800  
6801  
6802

ITEL RAIL CORPORATION

By:   
Authorized Officer

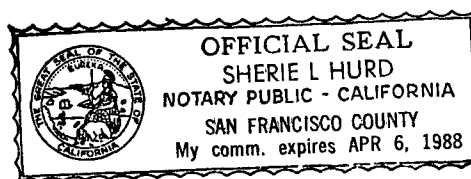
STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF SAN FRANCISCO )

On this 20<sup>th</sup> day of June, 1985, before me personally appeared A. E. Ditre, to me personally known, who being by me duly sworn says that such person is Chief Operating Officer of Itel Corporation, that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and that such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sherie L. Hurd  
Notary Public

My commission expires:

April 6, 1988



STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF SAN FRANCISCO )

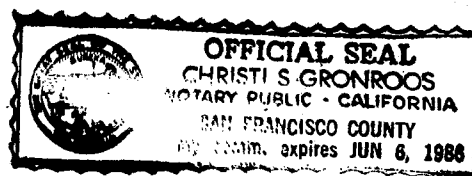
On this 14<sup>th</sup> day of JUNE, 1985, before me personally appeared DESMONDA P. HAYES, to me personally known, who being by me duly sworn says that such person is PRESIDENT of Itel Rail Corporation, that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and that such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Christi S. Gronroos  
Notary Public

My commission expires:

JUNE 6, 1986

137:39564



STATE OF UTAH )  
 ) ss:  
COUNTY OF SALT LAKE )

On this 27<sup>th</sup> day of June, 1985, before me personally appeared Kenneth Roach, to me personally known, who being by me duly sworn says that such person is an authorized Officer of First Security Bank of Utah, N.A., a national banking association, that the foregoing instrument was signed and sealed on behalf of said national banking association signed by authority of its board of directors, and that such person acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.